IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.

* DEC 11 2008 *

ORIGINAL

OVED & OVED LLP

Attorneys for Petitioner

Darren Oved, Esq.

Daniel M. Seidenstein, Esq.

101 Avenue of the Americas, 15th Floor

New York, NY 10013

212.226.2376

BROOKLYN OFFICE
NST

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK CV 08-4990

BETZALEL SCHWARTZMAN,

Case No.: 08 Civ.

Petitioner,

PETITION TO CONFIRM ARBITRATION AWARD

-against-

YAAKOV HARLAP a/k/a JACOB CHARLAP,

COGAN, J.

POLLAK, M.J

Respondent.

Petitioner, Betzalel Schwartzman ("Petitioner"), by his attorneys Oved & Oved LLP, complaining of the above-named Respondent, Yaakov Harlap a/k/a Jacob Charlap ("Respondent"), alleges upon information and belief as follows:

THE PARTIES

- 1. At all material times, Petitioner was and is a citizen of Israel, with his principal residence in Israel. (See Declaration of Betzalel Schwartzman, annexed hereto as "Schwartzman Dec.," ¶ 1.)
- 2. At all material times, Respondent was and is a resident of the State of New York with a principal place business located at 78-26 Parsons Boulevard, Flushing, NY 11366, where he also holds assets. (Schwartzman Dec. ¶2)

JURISDICTION

- 3. The Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331.
- 4. Jurisdiction is proper in this Court pursuant to 9 U.S.C. § 203.

5. Venue is proper in this Court pursuant to 9 U.S.C. § 204.

FACTUAL BACKGROUND

- 6. Both Petitioner and Respondent are merchants involved in, *inter alia*, the trade of *etrogim*, seasonal citrus fruits of significant ritual value during the Jewish festival holiday of *Sukkot*. (Schwartzman Dec. ¶ 3.)
- 7. A dispute arose between Petitioner and Respondent in connection with a transaction of *etrogim* whereby Respondent withheld Sixty-Six Thousand Dollars (\$66,000.00) otherwise due and owing to Petitioner. (Schwartzman Dec. ¶ 4.)
- 8. The agreement underlying the transaction included a provision agreeing that any dispute regarding the transaction would be submitted to rabbinical arbitration (the "Arbitration Agreement"). (Schwartzman Dec. ¶ 5.) A true and accurate copy of the Arbitration Agreement is annexed hereto as **Exhibit A**.
- 9. Pursuant to the Arbitration Agreement, the parties agreed to have their dispute adjudicated by the Beit Hora'ah for Monetary Law, a specialized rabbinical arbitration court in Western Bnei Brak, Israel, presided over by Rabbi Shmuel Eliezer Stern (the "Arbitrator"). (Schwartzman Dec. ¶ 6.)
- 10. Both parties submitted pleadings and evidence to the Arbitrator, which the Arbitrator considered. (Schwartzman Dec. ¶ 7.)
- 11. On September 26, 2006, the Arbitrator issued an award (the "Initial Award") as follows:

In the matter of the dispute between Harav Yaakov Harlap and Harav Betzalel Schwartzman and his son, after the parties signed an Arbitration Agreement and after hearing the arguments, I issue the following judgment:

Notwithstanding the harsh objections and arguments that Rav Harlap has against the quality of the shipment and other various complaints, nevertheless, since he did have an opportunity to delay and examine each and every esrog, and since the supervision on his part was executed, and moreover there is confirmation signed by Rav Harlap on the quality and price of the merchandise, and there was no notification to cancel it,

Therefore, in my opinion there is no justifiable reason according to Halacha to delay the remainder of the payment upon which Defendant aigned (sic) by his own signature and therefore, he has to pay the sum in full within 30 days from [September 26, 2006].

The entire sum should be deposited only into the hands of the Court Secretaryl (sic).

The amount of the debt is \$66,000 (sixty-six thousand dollars). (Schwartzman Dec. ¶ 8, Exhibit B).

- 12. A true and accurate copy of the Initial Award is annexed hereto as **Exhibit B**, together with certified English translation of the same.
- 13. By November 2006, Respondent had not complied with the Initial Award, failing to pay any of the monies owed to Petitioner. (Schwartzman Dec. ¶ 9.)
- 14. Therefore, on November 5, 2006, Petitioner moved in the Jerusalem Magistrate's Court for an order confirming the Initial Award and converting it into a judgment. (Schwartzman Dec. ¶ 10.)
- 15. Respondent opposed the motion to confirm and requested that the Initial Award be vacated. (Schwartzman Dec. ¶ 11.)
- 16. On June 5, 2007, the parties participated in a conference in Jerusalem Magistrate's Court, whereby they stipulated that: (i) their dispute would be resubmitted to the Arbitrator for reconsideration; (ii) the Arbitrator would issue a written decision stating whether the holdings set forth in the Initial Award had changed; (iii) the Arbitrator's decision would be considered final and binding, and that no further motions or challenges would filed; and (iv) the

non-prevailing party would pay the prevailing party expenses of Two Thousand New Israeli Shekels (2000 N.I.S.) plus lawful value-added tax. (Schwartzman Dec. ¶ 12, Exhibit C.)

- 17. This stipulation was ordered into effect on the same day by the decision of the presiding Jerusalem Magistrate's Court Judge, Judge Oded Shaham (the "June 2007 Stipulation and Order"). (Schwartzman Dec. ¶ 13, Exhibit C.)
- 18. A true and accurate copy of the June 2007 Stipulation and Order is annexed hereto as Exhibit C, together with a certified English translation of the same.
- 19. On August 7, 2007, the Arbitrator, per the June 2007 Stipulation and Order, reiterated the findings of the Initial Award and confirmed that there were no further outstanding issues (the "Final Award"). (Schwartzman Dec. ¶ 14, Exhibit D.)
- 20. The Final Award noted that "Rav Harlap is not entitled to delay the remaining payment, i.e. \$66,000, -- to the benefit of Mr. B. Schwartzman." (Schwartzman Dec. ¶ 15, Exhibit D.)
- 21. A true and accurate copy of the Final Award is annexed hereto as **Exhibit D**, together with a certified English translation of the same.
- 22. On September 3, 2007, the Jerusalem Magistrate's Court confirmed the Initial Award and the Final Award (the "Confirmation"). (Schwartzman Dec. ¶ 16.) (A true and accurate copy of the Confirmation is attached hereto as **Exhibit E**, along with a certified English translation of the same.
- 23. Petitioner hereby petitions this Court pursuant to the Convention on the Recognition & Enforcement of Foreign Arbitral Awards (the "New York Convention"), as codified and promulgated in Chapter of the Federal Arbitration Act, 9 U.S.C. § 201 et seq. (the

"New York Convention"), for an order confirming the Final Award in favor of Petitioner and

against Respondent.

24. Both the United States and Israel, the country in which the Final Award was

rendered, are signatories to the New York Convention.

25. No grounds exist for refusal or deferral or recognition or enforcement of the Final

Award against Respondent.

26. For the foregoing reasons, this Court should enter judgment in favor of Petitioner

and against Respondent recognizing and enforcing the Final Award in the amount of sixty-six

thousand dollars (\$66,000.00), plus costs and reasonable attorneys' fees, together with interest in

an amount to be calculated from the date of the Initial Award.

27. Petitioner herby reserves the right to further petition this Court to confirm any

further award of interest or costs which may be rendered in respect of this matter.

WHEREFORE, Petitioner prays that: the Final Award be recognized and that judgment

be entered against Respondent, and in favor of Petitioner in the amount of sixty-six thousand

dollars (\$66,000.00), as per the Final Award, plus costs and reasonable attorneys' fees, together

with interest in an amount to be calculated from the date of the Initial Award.

Dated: New York, New York

November 24, 2008

Respectfully submitted,

OVED & OVED LLP

Darren Oved, Esq.

Daniel M. Seidenstein, Esq.

Attorneys for Petitioner

101 Avenue of the Americas, 15th Floor

New York, NY 10013

212.226.2376

5

VERIFICATION

Betzalel Schwartzman, hereby affirms, pursuant to 28 U.S.C. §1746, under penalty of perjury under the laws of the United States of America, that:

- 1. I am the Petitioner in the action herein.
- 2. I have read and know the contents of the foregoing **VERIFIED PETITION** and that the same are true to my own knowledge, except as to the matters to be alleged on information and belief, and as to those matters I believe them be true.
- 3. The grounds of my belief as to all matters in said **VERIFIED PETITION** are papers and records in Petitioner's and Respondent's possession and a general investigation and review of the facts and records in this case.

Dated: New York, New York November 24, 2008

Betzalel Schwartzman

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK	X
BETZALEL SCHWARTZMAN,	Case No.: 08 Civ
Petitioner,	DECLARATION OF BETZALEL SCHWARTZMAN
-against-	
YAAKOV HARLAP a/k/a JACOB CHARLAP,	
Respondent.	X
Petitioner, Betzalel Schwartzman, declar	res under the penalties of perjury pursuant to 28

THE PARTIES

U.S.C. §1746, as follows:

- 1. I am a citizen of the State of Israel, with my principal residence located therein.
- 2. Upon information and belief, Respondent Yaakov Harlap a/k/a Jacob Charlap ("Respondent") was and is a resident of the State of New York with a principal place business located at 78-26 Parsons Boulevard, Flushing, NY 11366, where he also holds assets.

FACTUAL BACKGROUND

- 3. Both myself and Respondent are merchants involved in, *inter alia*, the trade of *etrogim*, seasonal citrus fruits of significant ritual value during the Jewish festival holiday of *Sukkot*.
- 4. A dispute arose between myself and Respondent in connection with a transaction of *etrogim* whereby Respondent withheld Sixty-Six Thousand Dollars (\$66,000.00) otherwise due and owing to me.
- 5. The agreement underlying the transaction included a provision agreeing that any dispute regarding the transaction would be submitted to rabbinical arbitration (the "Arbitration Agreement").

- 6. Pursuant to the Arbitration Agreement, myself and Respondent agreed to have our dispute adjudicated by the Beit Hora'ah for Monetary Law, a specialized rabbinical arbitration court in Western Bnei Brak, Israel, presided over by Rabbi Shmuel Eliezer Stern (the "Arbitrator").
- 7. We both submitted pleadings and evidence to the Arbitrator, which the Arbitrator considered.
- 8. On September 26, 2006, the Arbitrator issued an award (the "Initial Award") as follows:

In the matter of the dispute between Harav Yaakov Harlap and Harav Betzalel Schwartzman and his son, after the parties signed an Arbitration Agreement and after hearing the arguments, I issue the following judgment:

Notwithstanding the harsh objections and arguments that Rav Harlap has against the quality of the shipment and other various complaints, nevertheless, since he did have an opportunity to delay and examine each and every esrog, and since the supervision on his part was executed, and moreover there is confirmation signed by Rav Harlap on the quality and price of the merchandise, and there was no notification to cancel it,

Therefore, in my opinion there is no justifiable reason according to Halacha to delay the remainder of the payment upon which Defendant aigned (sic) by his own signature and therefore, he has to pay the sum in full within 30 days from [September 26, 2006].

The entire sum should be deposited only into the hands of the Court Secretaryl (sic).

The amount of the debt is \$66,000 (sixty-six thousand dollars).

- 9. By November 2006, Respondent had not complied with the Initial Award, failing to pay me any of the monies I was owed.
- 10. Therefore, on November 5, 2006, I commenced an action with the Jerusalem Magistrate's Court seeking to confirm the Initial Award and convert it into a judgment.

- 11. Respondent opposed my application to confirm and requested that the Initial Award be vacated.
- 12. On June 5, 2007, the myself and Respondent participated in a conference in Jerusalem Magistrate's Court, whereby we stipulated that: (i) the dispute would be resubmitted to the Arbitrator for reconsideration; (ii) the Arbitrator would issue a written decision stating whether the holdings set forth in the Initial Award had changed; (iii) the Arbitrator's decision would be considered final and binding, and that no further motions or challenges would filed; and (iv) the non-prevailing party would pay the prevailing party expenses of Two Thousand New Israeli Shekels (2000 N.I.S.) plus lawful value-added tax.
- 13. This stipulation was ordered into effect on the same day by the decision of the presiding Jerusalem Magistrate's Court Judge, Judge Oded Shaham (the "June 2007 Stipulation and Order").
- 14. On August 7, 2007, the Arbitrator, per the June 2007 Stipulation and Order, reiterated the findings of the Initial Award and confirmed that there were no further outstanding issues (the "Final Award").
- 15. The Final Award noted that "Rav Harlap is not entitled to delay the remaining payment, i.e. \$66,000, -- to the benefit of Mr. B. Schwartzman."
- 16. On September 3, 2007, the Jerusalem Magistrate's Court confirmed the Initial Award and the Final Award (the "Confirmation").
- 17. I hereby petition this Court pursuant to the New York Convention on the Recognition & Enforcement of Foreign Arbitral Awards, as codified and promulgated in Chapter of the Federal Arbitration Act, 9 U.S.C. § 201 et seq. (the "New York Convention"), for an order confirming the Final Award in favor of Petitioner and against Respondent.

- 18. For the foregoing reasons, this Court should enter judgment in favor of myself and against Respondent recognizing and enforcing the Final Award in the amount of sixty-six thousand dollars (\$66,000.00), plus costs and reasonable attorneys' fees, together with interest in an amount to be calculated from the date of the Initial Award.
- 19. I reserve the right to further petition this Court to confirm any further award of interest or costs which may be rendered in respect of this matter.
- 20. I declare, under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

November 34, 2008

Betzalel Schwartzman

4



78-25 Parsons Blvp. (Corner 78th Rd.)
Kew Gardens Hills. NY 11366
Phone: 718-380-Esecs of 718-380-1100

Toll Free: 1-888-Вяполім Fax: 718-380-8463

אתרוגי חרל"פ מארץ ישראל

Contract between Bezalei Shwartzman & Yaakov Charlap for Succos 2005

- 1. Bezalel Shwartzman will supply Yaakov Charlap with 25,000 אתרונים
- 2. No אתרוגים will be taken by <u>anyone</u> other than Yaakov Charlap that are cut prior to אתרוגים without notifying Yaakov Charlap & no esrogim will be shipped to America for the entire season other than to Yaakov Charlap. Last shipment of Esrogim will be on און בילים בילים.
- 3. The max. amount of Chinuch will be 40%. Minimum amount of אין אין איים 7% ראשונים אליים אליים Additional Chinuch will be \$6.00 של"ם will be 20% of total esrogim shipped with a max. of 1500 ראשונים א
- 4. The cost per אתרוג will be \$12.00 ea. If the amount of ראשונים\שניים is less than 7% price will be \$10.00 per Esrog. If % of ראשונים\שניים is more than 10%, price will be \$13.00 per esrog. If the % of ראשונים\שניים is less than 5% then Yaakov Charlap is not required to take any esrogim.
- 5. This contract supersedes any other contract between Bezalel Shwartzman & Yaakov Charlap and neither party will have any claim on the other, based on previous contracts.
- 6. Bezalel Shwartzman will pay for all expenses in Israel including foams & shipping, except for Esrog Boxes.
- 7. Yaakov Charlap will pay for all expenses in America including releasing Eurogim in America
- 8. Bezalel Shwartzman will take care of the D779 to the best of his ability & make all Esrogim to proper yellow. Green comme will not be ple for the complete to make the make the property of the makes all Esrogim to the best of his ability & make all Esrogim to proper yellow.
- 9. Bezalel Shwartzman will be responsible to make pp. No Esrogim will be packed without a representative from the Charles family present. pane The will be year Kee Charles Know white constitution in Constitution of the Charles of t
- 10. Payment will be made as follows 25% within one month after Succos 25% within 2 months after Succos 25% 3 months after Succos 25% 4 months after Succos

11.	. Bezalel	Shwartzman	will maintair	הכשר the הכשר	פרד <u>סים</u> all מס	from Belz or Ray S	tern
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Signed Signed			·	Signed Bezalel Shwartz					tzmao	man	
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•	•	rose on k	ign v	B Pathis	29,115,	3 3 4 7					

הוספה וביריור להסכם שנדתום ככ"ב סיון חשס"ה בין בצלאל שוורצמן לבין יעקב חרל"פן

- א. יעקב הדל"פ מחחייב לשלם לרגן שוורצמן בעד כל אתרוג שנשלה אליו ע"י אתרוגי שוורצמן ע"ם הפירוס שברגסכם המקורי.
 - ב. זמני התשלום יהיו כמפודש בהסכם המקווי.
- ב. כל האתרוגים שיקספו כני"ח אלול ועד צום גדליה- ליעקב חויל"פ תהיה זכות. ראשונים עליהם.
- ר למען הסר ספק, 2% "ראשונים-שניים" באתרוגי הכל"פ האמורים בהסכם, הכוונה למען הסר ספק, "ראשונים מ" בלבד.
- ה. האחריות הבלעדית לכיון האתרוגים הינה של הממינים של שוורצמן וע"פ שיקול דעתם בלכד, תוך פיקוח של מישהו מסעמי של יעקב חרל"פ.
 - ז. מרגע הגעתם של האחרונים לאמריקה חלה על יעקב חרל"פ האחריות הכלעדית לשלמותם- אם יינוקו שוורצמן לא ישא באחריות לדבר, אלא אם כן האתרונים ישקלו בשדה התעופה מסיכה הקשורה לשוורצמן דווקא.
- אם יהיו ליעקב חדל"פ מעמת כלשהם כלפי שוודצמן לגבי סעיף מסויים בהסכם, אין הדבי יהוה עילה לעיכוב התשלום. ההשלום בשולם בומנו ובמלואו באח"ב. אישפר ליעקנ הבל"מ הופתו להבוע את שוונצמן לונן מעבב בשום.
- ח. יעקב חרל"פ מתחייב שלא להערים קשיים על סחרים אחרים אשר מוכרים את אחרוני שוורצמן באמריקה, וישא בכל נזק כספי שינרם אם לא יעמוד בכך.
 - ש. החוב יחשב כטגור רק לאחר העברה בנקאית להשבון של שוורצמן.
- י. בבוכר הכלעור בכל שעה של אחר הצברום היע ביח הדין של הרב שטרן ברחוב דרב קוק ! כבצ'-ברק.
 - יא. נוספוז זה מבטל את הבדרתו של אליעזר מסביצקי ככורר מוסכם כמוכא בהסכם המשורי.

תאריד: 2001 אל ברב שוורצמן רכן שוורצמן בני ברק

יעקב הרלים

[전 14명도:38 5883 68 'das

FRX NO. : 972 4 6251234

FROM I SHAMOT SINON BERNA EL



INTER-GLOBAL TRANSLATION SERVICES

574 Church Avenue Woodmere, NY 11598 Tel: (516) 295-0913

CERTIFICATE OF ACCURACY

This is to certify that the attached documents were translated by a translator affiliated with Inter-Global Translation Services and that (s)he is thoroughly familiar with the Hebrew and English languages and that (s)he translated the attached documents relating to:

'Judgment in the dispute between Yaakov Harlap and Betzalel Schwartzman'

from the Hebrew language into the English language and that the English text is a true and correct translation of the original to the best of his/her knowledge and belief.

Translator

State of New York) ss: County of Nassau)

Subscribed to before me on this 8th day of December 2008

Notary Public

COMMISSION EXPIRES MARCH 30, 20/10

BEIT HORA'AH - MONETARY LAWS

West Bnei-Brak

Under the leadership of our teacher, the sage Rabbi Shmuel Eliezer Stern, may he live a good and long life.

Rehov Rabi Akiva 48 (Kook 1) Bnei Brak Tel: 03-6161616, Telefax: 03-6186395 - 0527-6161-73

> With the help of the Almighty, Tuesday, 4 Tishrei 5767 September 26, 2006

JUDGMENT

In the matter of the dispute between Harav Yaakov Harlap and between Harav Betzalel Schwartzman and his son, after the parties signed an Arbitration Agreement and after hearing the arguments, I issued the following judgment:

Notwithstanding the harsh objections and arguments that Rav Harlap has against the quality of the shipment and other various complaints, nevertheless, since he did have an opportunity to delay and examine each and every esrog and since the supervision on his part was executed, and moreover there is a confirmation signed by Rav Harlap on the quality and the price of the merchandice, and there was no notification to cancel it,

Therefore, in my opinion, there is no justifiable reason according to Halacha to delay the remainder of the payment upon which the defendant aigned by his own signature and therefore, he has to pay the sum in full within 30 days from the above-mentioned date.

The entire sum should be deposited only into the hands of the Court secretaryl

The sum of the debt is \$66,000.00 (sixty-six thousand dollars)

In witness whereof, I have hereunto affixed my signature

(Signature) / Shmuel Eliezer Stern

Stamp: BEIT HORA'AH - MONETARY LAWS
Rabi Akiva 48, Bnei-Brak

Hours of operation for Beit Hora'ah - Monetary Laws Tuesdays, evening hours, by appointment: 05276-16175

Case 1:08 sv-04900-BMC Document 1 Filed 12/11/08 Page 15 of 26

סערב בני-ברק

ביאשות מודיט הנאון רבי שמואל אליעוד ששרן שליש"א

רחוב רבי עקיבא 48 (קוק ו) בני ברק מלפון: - 161-616 - סל-618639 - סלפון: - 161-616 ו 175 - סלפון

שלישי די תשרי תשם"ו

בסד יום

פסק דין

בדין ודברים שבין הר"ר יעקב חרל"פ לבין הר"ר בצלאל שוורצמן ובנו, לאחר חתימת הצדדים על שמר הבוררות ושמיעת המענות יצא מאתי פסק הדין כדלהלן:

הנה למרות ההשנות והמענות הקשות שיש להר"י חרל"פ נגר פיב המשלוח ועוד מענות שונות, אעפריכ מכיון שנידעה לו ההודמנות לעקוב ולבדוק כל אחרוג ואחרוג ואכן הפיקוח ממעמו נחבצע, ובנוסף לכך יש אישור בחתימת ידו של זור"י חרל"פ על פיב הסחורה ועל מחירה, ולא נעשחה מסירת מדעה בנגדה לבמלה.

אי לכך אין לדעתי סיכה מצדקת עפ"י הלכה לעכב את התשלום הנותר שעליו חתם הנתבע כחתימת ירו ולכן עליו לפרוע את הסכום בסלואו תוך שלושים יום מהתאריך הנ"ל.

יש להפקוד את כל הסכום אך וויק בידי מוכיוות בית הדק.

ועל זה באתי על החתום

יים אינויק פטי בורק. אינויק פטי בורק. אינויק פטי בורק.

J. G. N.F., Ge

שעות פעילות כית החוראה – דיני ממונות בימי שלישי בשעות הערב לתיאום: 1617-16170





INTER-GLOBAL TRANSLATION SERVICES

574 Church Avenue Woodmere, NY 11598 Tel: (516) 295-0913

CERTIFICATE OF ACCURACY

This is to certify that the attached documents were translated by a translator affiliated with Inter-Global Translation Services and that (s)he is thoroughly familiar with the Hebrew and English languages and that (s)he translated the attached documents relating to:

'Protocol in the dispute between Yaakov Harlap and Betzalel Schwartzman'

from the Hebrew language into the English language and that the English text is a true and correct translation of the original to the best of his/her knowledge and belief.

Translator

ss:) State of New York County of Nassau

Subscribed to before me on this 8th day of December 2008

Notary Public

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Def∈

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aint urt

HELEIN, NOTARY PUBLIC COURT OF NEW YORK REG. NO. 01KL4760427

COMMISSION EXPIRES MARCH 30, 20/0

Emblem State of Israel

Jerusalem Magistrate's Court

002342/06 A

Before: The Honorable Judge Oded Shacham

Date: June 5, 2007

In the matter of: Harlap Yaakov

The Plaintiff

-against-

Betzalel

Schwartzman Betzalel

The Defendant

Present: Plaintiff's representative, attorney Sari Meytal

Defendant's representative attorney Green

Protocol

Plaintiff's representative: We request the Court to make a Judgment after issuing clarification that for the questions that remain open a clarification was issued and there is room for confirm the arbitrator's decision and not to burden the arbitrator with an additional deliberation after his clarification and after his adjudication.

Defendant's representative: First of all, the actual point of precluding protection to the arbitrator speaks for itself and it was actually the plaintiff who imposed affidavits upon this court when we asked to transfer this case and my friend submitted affidavits on the severe progression of this court. They also used this opportunity to file an affidavit of the court's progression. Peculiarities and hard questions are raised here and the findings of the court

Plaintiff's representative: Upon further consideration, the proposal of the court to resolve the matter is acceptable to me.

The representatives of the parties: By the recommendation of the court, and without anyone of the parties admitting to any objections whatsoever, we reached the following arrangement, for a complete and decisive conclusion of procedures

- The parties will submit to the arbitrator a complementary argument within scope that is not to exceed 2 pages for each party, within three days in the following two subjects: 1. Harlap's argument that Schwartzman sold esrogs to a third party (Mr. Halberstram) and by so doing caused Harlapa financial loss of \$100,000. - through the harsh breach of the agreement between the parties. 2. That Schwartzman deliberately hid from Harlap the date and the time of the harvest in order to hide the choice harvest to leave it in his hands and/or to sell it to a third party amongst them to Mr. Halberstam which is what he actually did.
- Following this, the arbitrator will notify in writing whether or not his decision on these issues changed.
- C. It is agreed, that the notification of the said arbitrators will constitute the final say in the arbitration procedures that took place in their presence and both parties will refrain from taking any further steps in the matter, and will accept the decision as a final decsion.
- It is agreed that the party whose position will not be accepted by the arbitrator will pay the other party for expenditures in the sum of NS 2,000.- together with value-added-tax in accordance with the law.

DECISION

The decision is granted the power to arrange the above-mentioned matter. The parties will report by August 10, 2007, on the results of the agreed upon actions. Deliberation on August 15, 2007.

Issued today, 19 Sivan 5767 (June 5, 2007) in the presence of the parties.

Oded Schacham, Judge

Stamp: Magistrate's Court Jerusalem

Stamp: Magistrate's Court in Jerusalem I confirm that this is a true copy of the original

January 21, 2008 Received & Inspected Secretary

January 21, 2008 Date

(Signature) Deputy Chief Secretary



בתי חמשפט

002342/06 N

בית משפט השלום ירושלים

05/06/2007 : ייאריד:

פני: כבי השופט עודד שחם

<u>התובע</u>

חרל"ם יעקב

בעמיון:

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<u>הנתבע</u>

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שוורצמן בצלאל

נוכחים: בייכ התובע עוייד סרי ועוהייד עזריאלי

פרוטוקול

ב"כ חתובע: אנו מבקשים שבית המשפט יפסוק לאחר מתן מהבהרה כי לשאלוְת שנשארו פתוחות
 ניתנה הבהרה וכי יש מקום לאשר את פסק הבורר ולא להטריד את הבורר בדיון נוסף לאחר
 הבהרתו ולאחר פסיקתו.

<u>ב״כ הנתכע:</u> ראשית עצם הנקודה שמניעה הגנה לבורך מדברת בעד עצמה ודווקא התובע הוא זה שהטיל תצהירים על בית הדין הזח כאשר אנו ביקשנו להעביר את התיק תזה וחברי הגיש תצחירים על התנהלות חמורה של בית משפט זה. בהזדמנות זו הם גם הגישו תצחיר של התנחלות בית הדין. עולות פה תמיהות ושאלות קשות והכרעת בית המשפט לא תנעם.

<u>בייכ התובע</u>: לאחר שקילה נוספת, הצעת בית המשפט לפתרון העניין מקובלת עלי.

<u>כאי כוח הארדים:</u> בהמלצת בית המשפט, ובלא שמי מהצדדים מודח בטענה כלשהי, הגענו להסדר הבא, לטיום מלא ומוחלט של חליכי אישור הבוררות:

א. תצדדים יגישו לבורר טיעון משלים בהיקף שלא עלה על שני עמודים לכל צד, תוך א. שלושים ימים, בשני הנושאים הבאים: 1. טענת חרליים כי שוורצמן מכר אתרוגים לצד גי מר הלברשטם) ובכך גרם לחליים הפסד כספי של \$100,000 והכל תוך הפרה בוטה של ההסכם בין הצדדים. 2. כי שוורצמן העלים במכוון מחרליים את מועד ושעת הקטיף והכל



בתי המשפט

002342/06 N

בית משפט השלום ירושלים

05/06/2007

כבי השופט עודד שחם

כדי לאפשר להעלים את חבציר, המובחר ולהותירו בידיו ושוו למוכרו לצד גי ובין היתר 2 למר חלברשטם כפי שאכן עשה. 3 בהמשך לכך, יודיע חבורר בכתב אם הכרעתו בסוגיות אלה משתנה, אם לאו. . . מוסכם, כי חודעת הבורר האמורת תחווה סוף פסוק בחליכי הבוררות שנוחלו בפניו, ושני 5 הצדדים לא ינקטו הליכים נוספים בעניין, ויקבלו את ההחלטה כסופית. מוסכם כי חצד אשר עמדתו לא תתקבל על ידי הבורר ישלם לצד שכנגד הוצאות בסך של .7 2,000 שייח וצירוף מעיימ כדין.

החלטה

ניתן בזה תוקף של החלטת לחסדר הנייל. הצדדים ידווחו עד ליום 10.8.07, על תוצאות הפעולות המוטכמות. עיון ביום 15.8.07.

ניתנת תיום י"ט בסיון, תשס"ז (5 ביוני 2007) במעמד הצדדים.

עודד שחם, שופט

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משפט השלום בירושלינ. .. משפט אני מאשר העתק זת נכון ומתאלק - 71 מזכיר ראשי

בית משפט חשלום

ניתו מאיח כהן - אטיאס

בית המשפט השלום בירושלים

טגנית מזכיר ראשי בכירה בית משפט חשלום ירושלים ווי



INTER-GLOBAL TRANSLATION SERVICES

574 Church Avenue Woodmere, NY 11598 Tel: (516) 295-0913

CERTIFICATE OF ACCURACY

This is to certify that the attached documents were translated by a translator affiliated with Inter-Global Translation Services and that (s)he is thoroughly familiar with the Hebrew and English languages and that (s)he translated the attached documents relating to:

'Clarification in the dispute between Yaakov Harlap and Betzalel Schwartzman'

from the Hebrew language into the English language and that the English text is a true and correct translation of the original to the best of his/her knowledge and belief.

Translator

State of New York) ss: County of Nassau)

Subscribed to before me on this 8th day of December 2008

Notary Public

TE OF NEW YORK

B. NO. 01KL4760427

.... CION EXPIRES MARCH 30, 2010

BEIT HORA'AH - MONETARY LAWS

Under the leadership of our teacher, the sage Rabbi Shmuel Eliezer Stern, may he

Rehov Rabi Akiva 48 (Kook 1) Bnei Brak Tel: 03-6161616, Telefax: 03-6186395 - 0527-6161-73

With the help of the Almighty, 23 Av 5767

August 7, 2007

I hereby clarify that the additional arguments of Rav Harlap were already raised during the deliberations and notwithstanding this, I wrote in the Judgment dated 4 Tishrei 5767 (September 26, 2006) that in my opinion Rav Harlap is not entitled to delay the remaining payment, i.e. \$66,000. - to the benefit of Mr. B. Schwartzman.

In witness whereof, I have hereunto affixed my signature

(Signature) / Shmuel Eliezer Stern

Stamp: BEIT HORA'AH - West Bnei-Brak

Rabi Akiva 46-48

Tel: 03-6161616, Telefax: 03-6186395

ברוב הוראות - דיבר בובוובות

בראשות מודינו הנאון רבי שמואל אליעור ששרן שלישיא

רחוב רבי עקיבא 40 (קום 1) בני ברק טלפון: 6161616-03 - פלפסי 186395 - 75-6161616 טלפון:

לג אב תשס"ו

הנני להבהיר כי המענות הנוספות של הר"י חרל"פ הועלו ככר בעת הדיונים ולמרות זאת כתבתי בפסה"ד מיום ד' תשרי תשם"ז שלדעתי אין הר"י חרל"פ זכאי לעכב את התשלום הנותר, דהיינו, 66,000 \$ למובת מר ב. שוורצמן.

G NAME



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'Court Decision in the dispute between Yaakov Harlap and Betzalel Schwartzman'

from the Hebrew language into the English language and that the English text is a true and correct translation of the original to the best of his/her

Translator

State of New York) ss: County of Nassau)

Subscribed to before me on this 8th day of December 2008

Notary Public

EKLEIN, NOTARY PUBLIC THE OF NEW YORK TO. NO. 01KL4760427

CON EXPIRES MARCH 30, 20/8

Emblem State of Israel

Jerusalem Magistrate's Court

September 3, 2007

2342 / 2006 A

The Plaintiff: Betzalel Schwartzman,

Plaintiff's representative: Sari Meytal

- against -

The Defendant: Yaakov Harlap

Defendant's representative: Green Tzemach

DECISION

From the notification of the arbitrator it appears that his initial decision is not changing. From this, and in accordance with the arrangement that was agreed upon on June 5, 2007, I hereby confirm the Judgment of the arbitrator. The respondant will pay the applicant for the legal expenditures in the sum of 2,000.— Shekels, together with the value-added-tax. The sum should be paid by October 10, 2007.

Issued on September 3, 2007

(-) Shacham Oded, Judge

Magistrate's Court in Jerusalem
I hereby certify
That this is a true copy of the orignal
January 21, 2008 (-)
Date Chief Secretary

Issued by Cohen Maya



03/09/2007

בתי המשפט.

בית משפט השלום ירושלינ

2342 / 2006 א

התובע: בצלאל שוורצמן

ב"כ תובע: סרי מיטל.

-7,33--

הנתבע: יעקב חרל"פ

ב"כ נתבע: גרין צמח

החלטה

מהודעת הבורר עולה כי הכרעתו הראשונה אינה משתנה. משכך, ובהתאם להסדר המוסכם מיום 5.6.07, אני מאשר בזה את פסק הבורר על ידו. המשיב ישלם למבקש הוצאות משפט בסך של 2,000 ש", בצירוף מע"מ כדין. הסכום ישולם עד ליום 10.10.07.

ניתן ביום 03/09/2007

שחם עודז, שופט

הופק ע"י כהן מאיה